(17) (9) CF-1760/

IN THE HIGH COURT OF CHHATTISGARH AT BILASPUR (C.G)

Second Appeal No. 05/03
Fixed for.....

APPELLANT/PLAINTIFF : DENA BANK,
a Body Corporate, duly constituted under Banking Companies (Acquisition and Transfer of undertakings) Act 1970, having its Head office at "E" Cuffe Parade Mumbai 400 005 and having interalia a Branch Office at Than Khamhariya, Tahsil Saja District Durg (C.G).

P.R. No. 30/1/03
Presented by Shri A.C. Sonwaniker
dated 30/1/03

V E R S U S

RESPONDENT|DEFENDANT : SHRI MADAN MOHAN AGRAWAL aged 56 years s/o Shri Chouth Mal Agrawal, Land Lord, residing at village Than Khamhariya, Tahsil Saja and District Durg (C.G).

Second Appeal under Section 100 of the Code of Civil Proceedure 1908, against the judgement and decree dated 13-8-2002 passed by Shri M.P. Sharma Additional District Judge Bemetara, First Appeal No.12-A of 1999 Dena Bank Versus Madan Mohan appeal arisen out of Judgement and decree of dismissal of Appellant's suit for Specific Performance of the execution of Contract for renewal of registered lease deed dated 26-12-1995 vide Civil Suit No.7-A of 98 passed by Shri B.P. Chaturvedi First Civil Judge-II, Bemetara dated 27.2.1999 suit for Specific Performance of Contract of renewal of registered lease-deed, Court Fee Rs.635 x 12 = 7620/- Court Fee paid Rs.1760/- claim in Appeal Court Fee paid Rs.1760/-.

Clain in Second Appeal Court Fee paid Rs.1760.

Certified copy was received on 4-9-2002.

HIGH COURT OF CHHATTIGARH AT BILASPUR
S.A. No.5/2003

Dena Bank
Vs.
Shri Madan Mohan Agrawal

And

S.A. No.6/2003

Dena Bank
Vs.
Shri Madan Mohan Agrawal

O R D E R

Post for 3/03/2004
Sd/-
Fakhruddin
Judge
3/03/2004

HIGH COURT OF CHHATTIGARH AT BILASPUR
S.A. No.5/2003

Dena Bank
Vs.
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And

S.A. No.6/2003

Dena Bank
Vs.
Shri Madan Mohan Agrawal

Shri S.C. Swarnakar, counsel for the appellant with Shri Babarao Bhasme, Branch Manager, Dena Bank, Raipur.

Shri G.S. Agrawal with Shri Sanjay Agrawal, counsel for the respondent.

O R D E R

These two appeals are being disposed of by a common order.

2. The appellant has preferred S.A.No.5/2003 against the judgment and decree dated 13.08.2002 passed by the Addl. District Judge, Bemetra in First Appeal No.12-A of 1999 arising out of the judgment and decree dated 27.02.1999 passed by the First Civil Judge Class-II, Bemetra in Civil Suit No.7-A of 1998. The appellant has preferred S.A.No.6/2003 against the judgment and decree dated 13.08.2002 passed by the Addl. District Judge, Bemetra in First Appeal No.11-A of 1999 arising out of the judgment and decree dated 27.02.1999 passed by the First Civil Judge Class-II, Bemetra in Civil Suit No.3-A of 1998.

3. Briefly stated the facts of the case are that the appellant Bank was inducted as a tenant by the landlord respondent on a monthly rent. The Civil Suit No.3-A of 1998 was filed by the landlord for eviction on the ground that the accommodation is needed bonafide. Thereafter, the tenant filed a Civil Suit No.7-A of 1998 for specific performance of contract of renewal of lease against the respondent/landlord. The landlord's suit was decreed and eviction order was passed. The suit of the tenant Bank was dismissed. The Bank preferred two appeals before the learned Addl. District Judge and both these appeals were dismissed vide orders dated 13.08.2002.

4. Against the aforesaid orders dated 13.08.2002, these two appeals were preferred by the Bank before this Court on 30.11.2002, which came up for hearing on 20.03.2003. It was on 04.04.2003 that the decree so far as it relates to eviction was stayed. The landlord filed an application for vacating the stay on 11.12.2003 on the ground that the Bank has already vacated and shifted its Branch in other accommodation on 12.11.2003. The Branch was opened in presence of the Officers and the ceremony had taken place. It was contended that though the Bank had already shifted its Branch in other accommodation, but they were retaining the possession. The matter came up for hearing on 13.02.2004. On that date, Shri Swarnkar, learned counsel appearing for the Bank sought time on the ground that they will vacate the

accommodation by 20.02.2004 and deliver the key to the Court, which may be handed over to the decree holder. Again on 27.02.2004, Shri Swarnkar was present. He submitted that the Bank has vacated the accommodation and possession has been delivered to the landlord. Counsel for the landlord admits that the landlord has received the possession.

5. Learned counsel for the appellant stated that the matter was brought to the notice of the Managing Director and the General Manager of the Bank. It is further stated that the Branch Manager had decided that they do not want to prosecute the appeals but the delay occurred because of the permission granted by the Head Office. The Head Office has to be careful.

6. So far as the direction issued by this Court in the last order sheet dated 13.02.2004 regarding the examination of the matter by the Managing Director or General Manager of the Bank, is concerned, they inquired that the delay occurred is bonafide and the said part is not challenged.

7. So far as these appeals are concerned, the appellant does not press them and wants to withdraw them.

8. Accordingly, these two appeals are dismissed as withdrawn.

Costs as incurred by the parties.

Sd/-
Fakhruddin
Judge

3/03/2004

YOGENDRA SINGH KANWAR
Digitally signed by YOGENDRA SINGH KANWAR
Date: 2025.04.26 17:14:04 +0530